

RESOLUTION 2020-044

PASSED: MAY 26, 2020

AUTHORIZING AN AMENDMENT TO THE TRANSIT SERVICES PROVIDER AGREEMENT WITH THE VOLUNTARY ACTION CENTER OF DEKALB COUNTY.

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the City Council approved the Mayor to execute a transit service provider contract with the Voluntary Action Center of DeKalb County to provide public transit services in the DeKalb Urbanized Area on September 26, 2016; and

WHEREAS, substantial changes to the DeKalb Urbanized Area transit system have occurred since the original agreement was executed that require operational and financial adjustments; and

WHEREAS, the Circular City of DeKalb Bus Route, Circular City of Sycamore Bus Route, Kishwaukee College Bus Route, Metro-DeKalb Paratransit Service, and Northern Illinois University Paratransit Services all were updated to meet the needs of the full transit consolidation that occurred on January 1, 2019; and

WHEREAS, increased revenue hours and service associated with weekend and NIU paratransit service do not require local match assistance from VAC; and

WHEREAS, due to the COVID-19 pandemic, the City of DeKalb received CARES Act funding from the Federal Transit Administration to prepare for and respond to impacts associated with the coronavirus, and as such, the City can use CARES Act funds to assist VAC with eligible expenses; and

WHEREAS, due to the COVID-19 pandemic, the current transit service provider agreement with VAC shall be extended through December 31, 2020 with an anticipated additional cost of \$960,000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: That the Mayor of the City of DeKalb, Illinois, is authorized and directed to execute an amended agreement with the Voluntary Action Center of DeKalb County for operational and financial adjustments, including the extension of the existing contract through December 31, 2020, a copy of which is attached hereto and made a part thereof as "Exhibit A," subject to such changes as shall be acceptable to him with the recommendation of the City Manager.

SECTION 2: That the City Clerk or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective

thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 26th day of May 2020 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Finucane, Perkins, McAdams, Verbic, Mayor Smith. Nay: None. Absent: Smith (Recused), Faivre.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



Exhibit A

**AMENDMENT TO THE TRANSIT SERVICE PROVIDER AGREEMENT DATED
OCTOBER 1, 2016 BETWEEN THE CITY OF DEKALB AND THE VOLUNTARY
ACTION CENTER OF DEKALB COUNTY**

This agreement (“**Amendment**”) is entered into this 26th day of May 2020 by the City of DeKalb, Illinois (“**CITY**”) and the Voluntary Action Center of DeKalb County (“**CONTRACTOR**”), a local, non-for-profit transportation agency.

SECTION I

AMENDMENTS TO TRANSIT SERVICE PROVIDER AGREEMENT

1. All capitalized terms used herein shall have the meaning ascribed to them in the Original Agreement, as modified by this Amendment.
2. Page 1, B. Term, item 2 is amended to include the following:
 - a. (e) On October 1, 2020, for the period through December 31, 2020.
3. Page 7, Table 1. Existing Bus Service is amended to include the following:
 - a. Circular City of DeKalb Bus Route: this service is no longer operated by the Voluntary Action Center of DeKalb County. Upon the consolidation of transit services on Monday, August 20th, 2018, the Circular City of DeKalb Bus Route became the Route 18 and, as of January 1st, 2019, is now operated by Transdev Services Inc. through their transit service provider agreement with the City.
4. Page 8, Table 1. Existing Bus Service is amended to including the following:
 - a. Circular City of Sycamore Bus Route: this route now operates seven (7) days a week; Monday – Friday the route begins at 7:00a and finishes at 9:00p. On Saturday and Sunday, the route begins at 8:00a and finishes at 6:00p.
 - b. Kishwaukee College Bus Route: via City of DeKalb Resolution 2019-115, First Amendment, this route has been transferred to DeKalb County and is considered as rural transit service.
 - c. Metro-DeKalb Paratransit Service: this service now operates seven (7) days a week with an operating schedule aligned with the fixed route bus schedule to remain compliant with Americans with Disabilities Act (ADA) requirements.
 - d. Northern Illinois University Paratransit Services: Effective January 1, 2019, the Voluntary Action Center of DeKalb County incorporated Northern Illinois University paratransit services into their operation. This service is included within the existing Metro-DeKalb Paratransit Service and offers fare-free trips for students/faculty/staff of the University. This service operates on the same schedule as the fixed route bus service.
5. Page 20, Financial Requirements, is amended to include the following:
 - a. 5)e) The CONTRACTOR shall separately define revenue hours associated with weekend hours and Northern Illinois University paratransit service hours. Weekend hours are to be included on a separate line item on the regular monthly invoice; Northern Illinois University paratransit service hours is to be a separate invoice. Both services will be billed and reimbursed at 100%.

Exhibit A

6. Page 21, Financial Requirements, is amended to include the following:
- a. 9) Pandemic Emergency:
 - i. The CITY, at its discretion and if available, may use State or Federal funding to assist the CONTRACTOR with eligible operating expenses that may exceed the invoiced amount incurred during the invoice period if a pandemic emergency is declared. Eligible operating costs shall be determined by the Illinois Department of Transportation or the Federal Transit Administration. Eligible expenses may include:
 - 1. Furloughed employees' salaries and benefits in accordance with any Federal and State requirements
 - 2. Items having a useful life of less than one (1) year, including personal protective equipment and cleaning supplies.
 - 3. Labor associated with increased cleaning efforts.
 - 4. Administrative leave due to a reduction in service or leave required for a quarantined worker in accordance with any Federal and State requirements
 - 5. Additional costs incurred beyond the invoiced revenue hour total.
 - ii. The CITY and the CONTRACTOR will work to determine the eligible reimbursement timeline based upon official announcements from State and Federal entities.
 - iii. The CONTRACTOR shall be required to provide detailed daily, weekly, and monthly expense reports, as required, and shall include an itemized listing of all operational expenses, by department, incurred throughout the invoice period to account for additional funding requested beyond the invoiced revenue hour amount.
 - iv. The CONTRACTOR shall be required to provide detailed daily, weekly, and monthly individual expense reports and supporting documentation for all furloughed employees, as well as those with reduced hours, including scheduled hours from the most recent run cut as well as the average number of weekly hours worked between December 1, 2019 – February 29, 2020, or a 90-day period requested by the CITY.
 - v. The CONTRACTOR must contact the CITY and provide necessary documentation of changes or adjustments to a run cut occurring during, or because of, a pandemic emergency.
 - vi. Furloughed employees of the CONTRACTOR must provide reasonable availability to work other shifts, hours, and duties as necessary for continuity of pay to be considered as an eligible reimbursement by the CITY; the CONTRACTOR must provide supporting documentation that confirms employee availability.
 - vii. Reimbursement of salaries for furloughed employees will be paid at the employees' regular hourly rate.
 - viii. Hazard pay, bonuses, and overtime premiums are not considered an eligible expense.

Exhibit A

- ix. Profit is not considered as an eligible expense.
 - x. It is the responsibility of the CONTRACTOR to be familiar with and enforce all Federal and State requirements impacting employee paid leave rights.
 - xi. The CITY retains the right to approve or deny any CONTRACTOR expense at their sole discretion.
7. Page 28, Exhibit 2. Cost Form is amended to include the following:
- a. Anticipated Service Hour Cost for all Transit – Year 5
 - b. Cost per Service Hour: \$80.00
 - c. Anticipated Annual Service Hours: 12,000
 - d. Annual Service Cost: \$960,000.00
 - e. Total Contract: \$960,000.00
 - f. Total: \$19,661,500.00

SECTION II

GENERAL

1. **Binding Effect.** The Transit Service Provider Agreement, as amended by this Amendment, shall continue in full force and effect, subject to the terms and provisions thereof and hereof. In the event of any conflict between the terms of the Transit Service Provider Agreement and the terms of this Amendment, this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the City and VAC.
2. **Counterparts.** This Amendment may be signed in any number of counterparts, each of which shall be original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page to Follow]

Exhibit A

SIGNATURES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS ON THE ABOVE DATE IN DEKALB, ILLINOIS.

City of DeKalb

Voluntary Action Center of DeKalb County

By: 
Jerry Smith, Mayor

By: 
Executive Director

Attest: 
Ruth A. Scott, Executive Assistant

